

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Possession and Use Agreement

Grantor(s):

Grantee(s): State of Washington, Department of Transportation

Legal Description:

Additional Legal Description is on Page of Document.

Assessor's Tax Parcel Number:

POSSESSION AND USE AGREEMENT

State Route

This AGREEMENT is made and entered into by and between the **State of Washington, Department of Transportation**, hereinafter referred to as the "State", and the undersigned, hereinafter referred to as the "Owners":

WITNESSETH

WHEREAS, the State affirms that the Owners' real estate described herein is required by the State for immediate construction of a transportation project.

AND WHEREAS, the State affirms that any delay in its construction program is contrary to the public interest;

AND WHEREAS, the State has made a firm and continuing offer to pay the amount of _____ for the purchase of the following described real property situated in _____ County, in the State of Washington:

POSSESSION AND USE AGREEMENT

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof

AND WHEREAS, the Owners require additional time to evaluate said offer and/or to resolve any questions concerning just compensation;

NOW THEREFORE, for and in consideration of the payment of said offer, the Owner(s) hereby grant to the State a right to possess and use the above described real estate and the parties further agree that:

1. The real estate is necessary for a public use of the State of Washington.
2. The State will issue a warrant in payment to the Owners of the amount of the offer stated above, subject only to deduction of the value of interests of others therein.
3. Execution of this agreement by the undersigned parties shall not prejudice such parties' rights to subsequent adjudication of just compensation pursuant to state law, and neither shall this agreement, nor the basis therefore, be construed as an admission of fair market value or just compensation by any of the parties named herein.
4. If it becomes necessary for the State to institute condemnation proceedings, the Owners have no objection to the State entering an Order Adjudicating Public Use, as provided by RCW 8.04.070, and agree that this instrument shall be treated as having the same legal effect as an Order for Immediate Possession provided by RCW 8.04.090, et seq., which, by this reference, are incorporated herein as if fully set forth.
5. The date of valuation for the determination of just compensation shall be the date that this agreement is accepted and approved by the Department's Director of Real Estate Services.
6. The Owners hereby waive the requirement of a written notice to move, as provided by RCW 8.26.180, and will surrender possession of the above described real estate to the State not later than .

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It is understood and agreed that delivery of this agreement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by the Director of Real Estate Services.

Dated: _____, _____

Name

Name

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
Gerald L. Gallinger
Director, Real Estate Services

Date: _____

Acknowledgment

POSSESSION AND USE AGREEMENT

EXHIBIT A

Grantor's Initials